

Amendment 162 Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 162 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 23rd day of August, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for performing the Preliminary Analysis necessary to develop a proposal to allow King County Metro (KCM) to track non-ORCA fare products in the ORCA system for the purpose of inventory and sales monitoring. This work is performed per RFI RFCS-649 *KCM Tracking Non-ORCA Fare Products* per the Agencies' response dated July 11, 2011.
- C. The Parties agree that the Work necessary to perform the Preliminary Analysis will be compensated as follows.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform the Preliminary Analysis which will include the work to undertake requirements gathering and meet with KCM to clarify the requirements, review the current implementation, perform data analysis, understand the customer base and review the impacts to the financial management and Autoload payment processing. To support the work of this analysis, the Contractor will:

- (a) Schedule one meeting with KCM to review and elaborate on the requirements as stated in RFI RFCS-649.
- (b) Schedule one meeting with KCM to review and confirm a statement of requirements.
- (c) Schedule one meeting with KCM to review the recommended solution (s) and validate that it meets the business needs that resulted in the submission of RFI RFCS-649

1.2 The Contractor will present a written response to KCM that will include the following deliverables:

- (a) A solution proposal. If there is more than one possible solution, the Contractor will include estimates for each.
- (b) A detailed cost estimate for the solution and an initial schedule impact
- (c) A summary of any identified issues, risks or system constraints that need to be considered in the agreed solution or limit the proposed solution
- (d) A list of configurable items that will be modified or added for the proposed change
- (e) A description of any waivers that will be requested by the Contractor in order to perform the work

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 162

To perform Preliminary Analysis to develop a proposal to allow KCM to track non-ORCA fare products to the ORCA system for the purpose of inventory and sales monitoring.
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TOTAL

\$22,324

Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Sixty-two shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: 

Its: ERG

Date: 8-22-11

The Agencies

By: 

Their: Operations Manager

On behalf of the Agencies

Date: August 23, 2011